

MAYOR
DAVID R. MARTIN



PURCHASING AGENT
BEVERLY A. AVENI
PHONE : (203) 977-4107
FAX: (203) 977-5253
Email: baveni@ci.stamford.ct.us

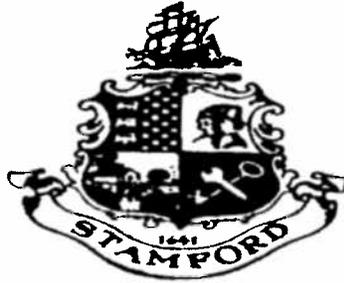
CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152

**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE
PURCHASING AGENT, 888 WASHINGTON BLVD. STAMFORD, CT. 06901
BY THE DATE AND TIME OF BID OPENING
(REV: 12-2-13)**

BID NUMBER: S-6404	VENDOR NAME:
REQUESTING DEPARTMENT: PROJECT MANAGER:	SOLID WASTE AND RECYCLING DAN COLLELUORI - (203) 977-4117 EMAIL: dcolleluori@ci.samford.ct.us
DATE OF BID ISSUANCE:	FEBRUARY 11, 2014
TITLE OF BID:	HAULING AND DISPOSAL OF SINGLE STREAM RECYCLING
DATE OF BID OPENING:	MARCH 13, 2014
TIME:	11:00 A.M.
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED:	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED: IF YES, AMOUNT REQUIRED:	YES () NO (X)

NOTE : ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

**NOTE 2: NON-MANDATORY WALKTHROUGH: THURSDAY, FEBRUARY 27, 2014 @ 10:00 A.M.
AT THE TRANSFER STATION, 105 HARBOR VIEW AVENUE, STAMFORD.**

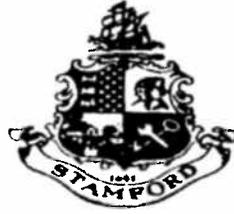


CITY OF STAMFORD, CONNECTICUT

IMPORTANT

Caution : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.



CITY OF STAMFORD, CONNECTICUT

NOTE

EFFECTIVE AUGUST 3, 2009, THE PURCHASING DEPARTMENT WILL NOT REQUIRE THE SUBMISSION OF A BID PACKAGE THAT INCLUDES BID SPECIFICATIONS AND CONTRACT DOCUMENTATION. THE FOLLOWING DOCUMENTS WILL BE REQUIRED TO SATISFY BID SUBMISSION MANDATES:

- 1) **NON-COLLUSION AFFIDAVIT (CONSTRUCTION BIDS ONLY)**
- 2) **BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**
- 3) **BID FORMS (ONE ORIGINAL AND ONE COPY)**
- 4) **PRICING SHEETS (ONE ORIGINAL AND ONE COPY)**
- 5) **ADDENDA ACKNOWLEDGMENT FORM (IF APPLICABLE)**
- 6) **TECHNICAL SPECIFICATIONS OR SPECIFICATION CHECKLIST (IF APPLICABLE - ONE ORIGINAL AND ONE COPY)**

THE PURCHASING AGENT RESERVES THE EXPRESS RIGHT, ON BEHALF OF THE CITY OF STAMFORD, TO WAIVE ANY/ALL TECHNICAL DEFECTS, IRREGULARITIES AND OMISSIONS IF THE BEST INTEREST OF THE CITY IS SERVED.

Effective: 8/1/09



CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152

BID No. S-

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BIDDERS TAKE NOTICE!!!

1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE CAN AND WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING CANNOT BE ACCEPTED.
2. IF BIDDER USES COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL BIDS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED SEALED ENVELOPE.
4. OBLIGATION OF BIDDERS:

AT THE TIME OF OPENING BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES, AND TO HAVE READ AND MADE HIMSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO HIS BID.

EACH BIDDER MUST FULLY INFORM HIMSELF OF THE CONSTRUCTION AND LABOR CONDITIONS RELATING TO THE WORK WHICH IS NOW OR WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. INASMUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS WORK, EMPLOY SUCH METHODS OR MEANS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.

Non-Collusion Certification – Bid

By submission of this Bid, each Bidder or person signing on behalf of the Bidder, certifies that to the best of his/her knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement with any other Bidder or with a competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Bid, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

EFFECTIVE: 2/24/09
(Non-Construction Only)

MAYOR
DAVID R. MARTIN



PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
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CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12-2-13)

GENERAL CONDITIONS

- Your bid is to be made F.O.B. Stamford, CT - including any/all delivery and unloading, if so required.
- The City of Stamford, as a municipal corporation in the State of Connecticut, is exempt from the payment of all taxes and none should be included in your bid.
- Bids shall be submitted on the proposal forms included and should be returned in a clearly marked envelope. Please be sure to fill in the bidder's name, address, etc. and the bid title and date of bid opening. Bid due dates are clearly stated on the bid cover sheet. If for any reason, the bid cover sheet is detached from the bid package, it will be the responsibility of the bidder to contact the City Purchasing Department to determine the actual bid due date.
- Bids received after the time and date indicated shall not be accepted and shall be returned unopened.
- Amendments and / or withdrawals to bids received shall not be allowed or accepted after the time and date of bid opening.
- Any verbal agreement or arrangement made by bidders with any City Agency, Employee, or Agent of the City shall be disregarded and have neither force nor affect upon the bid.
- The Purchasing Agent reserves the express right, on behalf of the City of Stamford, to waive any / all technical defects, irregularities and omissions if, the best interest of the City shall be served.

THE CITY OF STAMFORD RESERVES THE RIGHT TO REJECT ANY/ALL BIDS

No bidder may withdraw her/his/its bid for a period of **sixty (60) days** from the date of bid opening. Under no event or circumstances may a contractor withdraw a bid once the City has accepted the bid, so long as the City is diligent in proceeding towards the execution of a formal contract.

Any bid, which does not comply with or conform to the specifications contained herein, shall be rejected as non-conforming.

The successful bidder (hereinafter referred to as the Bidder) shall, at all times, guard the owner's property from any damage or loss caused by the execution of this bid and shall be solely liable for any damage or loss suffered as a result of the work itself - or non-completion thereof. The bidder shall, at the completion of the project, leave the project site in a condition acceptable to the City.

The bidder shall comply with all laws, ordinances, rules and regulations relevant to the completion of this bid and shall be solely responsible for the procurement of any/all requisite permits and compliance therewith.

The undersigned declare(s) that **I/WE AM/ARE** the only person(s) interested in this bid and that this bid is submitted without any connection with any other bidding entity. A further declaration is made that this bid price is fair and has been made without any aspect of collusion, price fixing or fraud. Further, that no employee or agent of the City of Stamford is directly or indirectly interested in any profits to be derived from the performance of this bid.

INQUIRIES:

All inquiries regarding this Bid must be in writing and must be postmarked or delivered at least **ten (10) working days** prior to the submission date and be addressed to the Project Manager identified on the front cover page of the Bid.

ASSIGNMENT:

The performance of the requirements of this bid shall not be assigned to a party not herein named without the express written consent of the City of Stamford. The Purchasing Agent shall only give such consent, for the purposes of this bid.

PERFORMANCE, PAYMENT AND MAINTENANCE BONDS (IF APPLICABLE):

If performance, payment and maintenance bonds are required for this bid as specified on the bid's Cover Sheet, the bidder shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to the City of Stamford. The surety bonds shall be in the form of traditional bonds or in the form of an irrevocable letter of credit drawn on a financial institution acceptable to the City, in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of this contract. The face value of the performance bond shall be as noted on the bid's Cover Sheet. The face value of the maintenance bond shall be as noted on the bid's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty-four (24) months following completion and acceptance of the work by the City. Such maintenance bond shall be provided by the bidder to the City upon completion and acceptance of the work by the City. The cost of all such required surety bonds shall be borne entirely by the bidder. Said surety bonds shall be provided no later than **FIFTEEN (15) Calendar Days** from the date of **AWARD** of this bid.

The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Treasury Listing of approved Sureties (**MOST RECENT CIRCULAR**) and rated B+ or better by A. M. Best in the full stipulated amount of the contract.

BID DEPOSIT:

Bid deposits shall be made payable to the City of Stamford. Such deposit shall be in the form of a Bid Bond of Acceptable Surety, (see Performance Bonds); a Certified Bank Instrument or Postal Money Order. Any bid submitted without the required bid security shall be rejected as non-conforming.

PROJECT COMMENCEMENT:

Any project commencing without the proper authorization shall be declared "NULL" and "VOID" and no payment shall be authorized.

CLAYTON ACT:

The bidder offers and agrees to assign to the Public Body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. and Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the purchasing body awards or accepts such contract without further acknowledgment by the parties.

EQUAL EMPLOYMENT OPPORTUNITY:

- A. The bidder shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or ancestry. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment, advertising, layout or termination, rates of pay or other forms of compensation or selection or training, including apprenticeship.
- B. The bidder shall, in solicitation for employees, state that all qualified applicants shall receive consideration for employment without regard to sex, race, creed, color, national origin or ancestry.
- C. The bidder agrees to cooperate fully with the City and/or any of its agencies to insure that the intent of this section is carried out.
- D. The bidder agrees to post a notice of its acceptance of the foregoing provisions, clearly visible, in such form as satisfactory to the City.

ADMINISTRATIVE RECONSIDERATION (26.53(d)).

Within thirty (30) days of being informed by the City of Stamford that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following Reconsideration Official:

Director of Administration
City of Stamford
888 Washington Boulevard
Stamford, CT 06901

The Reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

INSURANCE REQUIREMENTS (IF APPLICABLE - SEE ATTACHED APPENDIX 1):

GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

SET-OFF:

Pursuant to Section 23-18.4.1 of the Code of Ordinances, the Contractor agrees that the City shall have the right to set-off or withhold any payment, or portion thereof, due the Contractor under this Agreement, for and up to the amount of any taxes, penalties, lien fees and delinquent interest that have been levied by the City against any property of the Contractor, both real and personal, provided such taxes owed by the Contractor are delinquent and have been delinquent for a period of not less than one year.

WRITTEN AGREEMENT:

The successful bidder will be required to enter into a written Agreement with the City of Stamford for the completion of this project. **A sample copy of the Agreement is attached and made a part of these conditions. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.**

QUANTITIES:

The quantities shown are approximate and for comparison purposes only. The actual amounts purchased shall be predicated upon satisfaction of the City's needs. In addition, the City reserves the right to award on an item by item basis.

The City reserves the right, subject to mutual agreement with the successful bidder, to extend the terms of this bid, at the bid price, for a mutually agreed upon period of time.

PAYMENT:

The City's terms of payment are **"NET THIRTY (30) DAYS AFTER PRESENTATION OF INVOICE."** No invoice will be paid until acceptance of goods ordered.

PROMPT PAYMENT TO SUBCONTRACTORS:

Your attention is called to the serious problem of delayed payments to subcontractors for work completed and for which payment has been made by this Department to the general contractor or consultant.

Section 49-41a and Section 49-41c of the Connecticut General Statutes require general contractors to pay their subcontractors within **THIRTY (30) DAYS** of having received payment by the City for work performed or materials furnished by such subcontractor. In turn, subcontractors have **THIRTY (30) DAYS** upon receiving payment from the general contractor to pay their subcontractors.

Therefore, it is vital that prompt payments be made in accordance with the spirit and intent of this law.

TERMINATION:

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

BID APPEAL AND HEARING PROCEDURES:

1. Any firm that believes the Bid process was unfair may appeal to the City. A letter stating reasons for appeal should be sent to the Director of Legal Affairs and the Purchasing Agent within five (5) calendar days of the Bid opening.
2. A hearing shall be conducted in accordance with C.G.,S. Section 4-176e through 4-181a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.

3. Where applicable, review of protests by the FTA will be limited to the City's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

WRITTEN PROTEST PROCEDURES:

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protester must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable any information received under such procedures shall be disclosed to the Federal Transit Administration ("FTA") and a protester must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term "contractor" means any person, firm or corporation which has contracted or seeks to contract with the City of Stamford.
3. The term "Hearing officer" shall mean a person appointed by the Mayor to hear and decide allegations made by any contractor relating to procurements hereunder.

NON-APPROPRIATION:

Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

CITY OF STAMFORD

Bidders Information and Acknowledgment Form

<i>Bidder's Name</i>

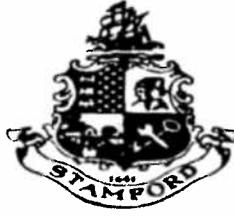
<i>Street Address</i>

<i>City</i> <i>State</i> <i>Zip</i>

<i>Business Telephone:</i>

<i>Printed Name and Title of Individual Submitting Bid</i>

<i>The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.</i>	
<i>Signature</i>	<i>Date</i>



CITY OF STAMFORD

PURCHASING DEPARTMENT
888 Washington Boulevard
Stamford, CT 06901-2152

ORDINANCE COMPLIANCE

THIS IS TO ACKNOWLEDGE AND CERTIFY THAT I/WE HAVE READ AND UNDERSTOOD CITY OF STAMFORD ORDINANCE NOS. 47-14 THRU 47-17 AND HEREBY CERTIFY THAT I/WE ARE IN TOTAL COMPLIANCE WITH SAME.

COMPANY NAME:

STREET ADDRESS:

CITY, STATE, ZIP:

TITLE OF PERSON
COMPLETING THIS FORM:

SIGNATURE:

DATE:

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

6. ASSIGNMENT. The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. REPRESENTATION. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

9. INSURANCE. Please see APPENDIX 1, attached hereto and incorporated herein.

10. CHANGE ORDER AND EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all change orders and contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with.

11. SET-OFF. Pursuant to Section 23-18.4.1 of the Code of Ordinances, the Contractor agrees that the City shall have the right to set-off or withhold any payment, or portion thereof, due the Contractor under this Agreement, for and up to the amount of any taxes, penalties, lien fees and delinquent interest that have been levied by the City against any property of the Contractor, both real and personal, provided such taxes owed by the Contractor are delinquent and have been so delinquent for a period of not less than one year.

12. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

13. SUBCONTRACTING. In the event that this Agreement permits the Contractor to employ subcontractors, pursuant to Section 103.4 of the Code, the Contractor agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00), at least five (5) business days prior to their employment. Said information shall be supplied prior to the hiring of such subcontractors, who shall be approved by the City. The Contractor shall not employ any subcontractor to whom the City objects for good cause.

14. TERMINATION:

A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

This Agreement may be terminated by the City upon seven (7) days prior written notice to the Contractor in the event of substantial failure to perform the terms of this Agreement by the Contractor, as solely determined by the City.

15. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. CITY CODE PROVISIONS. The provisions of the City of Stamford Code of Ordinances referenced herein can be found at www.municode.com.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Beverly A. Aveni
Purchasing Agent
Date:

By _____
David R. Martin, Mayor
Date:

CONTRACTOR

(Witness)
Date

By _____
Date:

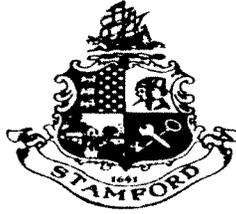
APPROVED AS TO INSURANCE:

APPROVED AS TO FORM

Ann Marie Mones
Risk Manager
Date:

B. Rosenberg
Asst. Corp. Counsel
Date:

BID: S-6404
REVISED: DECEMBER 2, 2013



THE CITY OF STAMFORD

**REQUEST FOR BIDS
FOR**

BID No S-6404

**HAULING AND DISPOSAL
OF
SINGLE STREAM RECYCLING**

I. GENERAL INFORMATION

1. INTRODUCTION

This Bid Specification was prepared to solicit sealed bids from qualified responsible contractors to provide for the hauling and disposal of the City of Stamford's single stream recycling from the Transfer Station, located at 105 Harborview Avenue. It is anticipated that such a process will provide revenue to the City of Stamford. The terms "bidder" and "contractor" are used interchangeably in this document.

2. ISSUING OFFICE

This Bid is being issued by the Purchasing Department on behalf of the Office of Operations, City of Stamford, hereinafter referred to as the "City."

3. REJECTION OF BIDS AND SELECTION OF OPTION

The City reserves the right, for any reason, to refuse any and all bids submitted under these bid specifications. The City also reserves the right to select the option that it believes is the most beneficial to the City of Stamford.

4. ADDENDA TO BID

Amendments to this Bid may be necessary prior to the closing date and will be furnished to all prospective bidders.

5. BASIS OF AWARD

An award will be made to the most responsible, qualified bidder in compliance with the specifications, as applicable.

6. SUBMISSION OF BIDS

All sealed bids should be submitted to the City of Stamford's Purchasing Department no later than March 13, 2014, at 11:00 A.M. at the address listed below:

Purchasing Department
Attn: Beverly Aveni, Purchasing Agent
City of Stamford
888 Washington Boulevard
Stamford, CT 06901
Telephone: (203) 977-4107

YOU MUST IDENTIFY THE BID TITLE AND BID NUMBER ON THE ENVELOPE THE BID IS SUBMITTED IN.

Late bids will be rejected.

PLEASE NOTE THAT A NON-MANDATORY PRE-BID WALK THROUGH IS SCHEDULED FOR THURSDAY, FEBRUARY 27, 2014, AT 10:00 A.M., AT THE TRANSFER STATION, 105 HARBORVIEW AVENUE.

7. INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES

By submission of its offer the bidder certifies that in connection with this procurement:

- A. The costs in the offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor;
- B. The bidder agrees that the prices quoted in this proposal will not change for a period of one hundred twenty (120) days after the receipt at the Purchasing Department of their bid;
- C. Unless otherwise required by law, the costs that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other bidder or to any competitor;
- D. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restrictive competition; and
- E. No elected or appointed officials or employees shall benefit financially or materially from any contract that may result from the procurement.

8. AVAILABILITY OF FUNDS

The contract award under this Bid Specification is contingent upon the availability of funding to the Office of Operations for this project. In the event that funds are not available for any reason, any contract resulting from this Bid may become void and of no force and effect.

9. TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under any contract resulting from this Bid may be terminated by the City whenever:

- a. The contractor shall default in performance of its contract and shall fail to correct such default within the period specified by the contracting office in a notice specifying default; or
- b. The contracting office shall determine that termination is in the better interest of the Office of Operations and/or Purchasing Department of the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective. Under certain circumstances the City may be prepared to consider reimbursing the contractor for appropriate documented expenditures, in the event of such termination.

10. AMBIGUITY IN THE BID SPECIFICATION

Prior to submitting their bid, the contractor is responsible to bring to the City's attention any ambiguity in this Bid Specification. Not to do so, shall result in the contractor forfeiting any claim for adjustment based on such ambiguity that should have been noted by a prudent contractor.

11. CONTRACT AGREEMENT

The selected bidder will be required to sign a formal written contract agreement with the City of Stamford.

The term of this contract shall be for a period of three (3) years, commencing on the date of the contract execution.

The City reserves the right, subject to mutual agreement with the successful bidder, to extend the terms of this bid, at the bid price, for two (2) one year periods.

During contract finalization, the Contractor shall provide duplicate original copies of any and all contracts entered into with disposal facility owners or others upon which the bidder relies.

12. PERFORMANCE GUARANTEE

The selected bidder shall, prior to the signing of the contract, furnish the City a Letter of Credit or an executed Performance, Maintenance and Payment Bond issued by a surety company authorized to do business in the State of Connecticut, both subject to acceptance by the City's Risk Manager, and to be in force for the duration of the contract. A One Hundred Thousand Dollars (\$100,000) performance bond will be required for this contract.

13. INSURANCE REQUIREMENTS

The selected bidder will be required to deliver an insurance certificate in amounts and terms as noted in this bid document to the Risk Manager of the City of Stamford.

14. RECEIPT OF REVENUE

Truck weights shall be reflected from Scale House outbound weight tickets.

15. INFORMATION ON BIDDERS' BACKGROUND

In addition to the specific information required to be submitted in direct response to this procurement, the City of Stamford reserves the right to request certain additional information from any/all bidders, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and documents that will serve the best interest of the City, in the opinion of the Purchasing Agent and/or Director of Operations, in determining the capabilities of a contractor.

16. SUB-CONTRACTING OR TRANSFER OF CONTRACT AFTER CONTRACT SIGNING

No portion of or the total awarded contract shall be sub-contracted or transferred to any other company or individual by the contractor without the prior written approval by the City of Stamford. The City has the right to disapprove of such sub-contracting or transfer if it feels that it is not in the best interest of the City.

17. NON-PERFORMANCE PENALTY

The City shall promptly notify the contractor, in writing, of any non-performance activity on the part of the contractor. The contractor shall be required to immediately comply with the request of the City. If the contractor fails to comply within 48 hours, the City has the right to terminate the contract. Failure of the City to give such notice shall not compromise or diminish the City's rights to give such notice in the future.

II. Scope of Services

A. Haul and Sale of Single Stream Recycling.

The selected contractor will be responsible for the hauling and disposal of single stream recycling from the City's Transfer Station.

B. Scope of Services Bidder's Responsibilities:

- (1) Provide all equipment (trucks), operational and maintenance costs, containers, and vehicles required to haul the City's single stream recycling to the contractor supplied disposal site. The operation will be conducted on a daily (Monday through Saturday) basis, as needed, from 6:00 a.m. – 2:00 p.m.
- (2) Provide a properly licensed disposal facility capable of accepting waste at all times, during the terms of the contract.
- (3) Ensure that a sufficient number of loads are removed to accommodate the anticipated daily volume and clear the transfer station floor daily. In addition, remove loads within 24 hours of telephone requests from the Operations Staff.
- (4) Secure all necessary and required permits for the hauling and disposal activities.
- (5) Assure that the equipment and vehicles can be accommodated at the Transfer Station.
- (6) Assure that the equipment and vehicles are in safe operating condition and in good repair at all times.
- (7) Pay the City on a monthly cycle. Such payments are to reflect the tonnage weights from the City Scale House. At no time will the City be paying the contractor for any hauling, transportation and/or disposal costs.

City's Responsibilities:

- (1) Directing (push) the recycling with loaders into lading hole.
- (2) Weigh trucks at Scale House – in and out.

III. Historical Recyclables Quantities

Following is a summary of historical quantities of single stream recyclables handled by the City:

Table 1: Summary of Historical Recyclable Quantities (Tons/Year)

<u>12 month Ending June 30</u>	<u>Single Stream Recycling</u>	<u>Contamination Rate</u>
2013	11,472	4.66%
2012	10,839	8.49%
2011	9,983	8.49%

Single Stream Acceptable Items:

Newspapers and inserts; Magazines/Brochures; Cardboard; Chipboard; Paper Bags; Paperboard Boxes (cereal, egg cartons); Junk Mail; Phone Books; Catalogs; Hand and Soft Cover Books; White and Color Paper; Envelopes (window okay); File Folders; School Paper; Multi 3-ply Paper; Aluminum Foil (clean/balled); Aluminum Pots and Pans (clean); Rinsed, White, Green and Brown Glass; Rinsed Tin Cans; Rinsed Aluminum Cans; Rinsed Juice and Milk Cartons; Rinsed Milk Cartons; Rinsed Plastic Milk Jugs; Rinsed Plastic Soda Bottles; Rinsed # 1 – 7 Plastic Tubs and Screw Top Jars; Detergent Bottles; Empty Aerosol Cans; Plastic Buckets and Crates (clean).

IV. INSTRUCTIONS TO BIDDERS

For Technical Questions Concerning this Bid, Please Contact:

Dan Colleluori
Supervisor of Solid Waste & Recycling
City of Stamford
T: 203-977-4117
F: 203-977-4002
Dcolleluori@ci.stamford.ct.us

All inquiries will be responded to through the Purchasing Department in the form of Addenda.

The selected bidder will be required to haul and transport all single stream recycling from the City of Stamford's Transfer Station, located at 105 Harborview Avenue.

The contractor shall produce statements on a monthly basis, and shall provide monthly revenue checks to the City. All payments shall be by check made payable to the City of Stamford. No cash transactions will be allowed.

Contractor statements shall include that month's PPI Pulp & Paper and Waste News Commodity Published Pricing Index to verify the revenue sharing amount due and owing the City with respect to tonnage amounts processed.

V. INFORMATION FOR BIDDERS

Single Stream Recycling Yield:

Summary of Historical Recyclable Quantities (tons/year):

Year End 6/30/2011	9983 Tons
Year End 6/30/2012	10,839 Tons
Year End 6/30/2013	11,427 Tons

PRICE PROPOSAL

Unit prices quoted should be based upon the PPI Pulp & Paper and Waste News Commodity Published Pricing Index (averaged per month). At no time will the City be paying the contractor for any hauling, transportation and/or disposal costs.

Fiscal Year Starting	Price Index Method (list index)	City Revenue Percentage of Index Price	Fixed Price Per Ton
Year 1: July 1, 2014			
Year 2: July 1, 2015			
Year 3: July 1, 2016			

Company Name _____

Address _____

Telephone _____

By(Signature) _____

Title(Printed Name) _____

City of Stamford
Hauling and Disposal of Single Stream Recycling
Insurance Requirements

INSURANCE requirements: the Contractor shall maintain such paid-up insurance as will adequately protect the Contractor and the City of Stamford and their respective officers, agents and employees from damages for personal injury (including death) and/or property damage, which may arise from or which may in any way be related to the work or services to be provided hereunder, in such amounts and types as the risk management department of the City of Stamford shall deem reasonably necessary to adequately protect the Contractor, the City of Stamford, and their respective directors, officers agents and employees.

At a minimum, the Contractor shall maintain the following insurance coverages:

- Commercial general liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence per occurrence for bodily injury and property damage and \$1,000,000 in the aggregate. This insurance shall contain, but not be limited to, contractual liability insurance, which covers any indemnities contained in this contract, products liability and completed operations coverage, which shall be maintained for a period of not less than three (3) years following termination of the work or services to be provided by the Contractor or termination of the Contract, whichever is later, personal injury and advertising liability, broad form property damage coverage, and operations liability.
- Commercial automobile liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall cover, but not be limited to, all owned, non-owned and hired/leased vehicles.
- Workers' compensation insurance, which complies with all the workers' compensation laws and regulations of the State of Connecticut.
- Employer's liability insurance, which contains minimum limits of liability of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
- Pollution Liability, including remediation, in the amount of \$2,000,000 per incident, covering services provided under this contract.

The commercial general liability and automobile liability insurance policies required hereunder shall designate the City of Stamford and its employees, agents and officers as additional insureds.

Any insurance required hereunder, which is underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date of the date the contract is executed or the date the Contractor commences services or work, whichever is earlier, and an extended reporting date the later of the date the work

or services required hereunder are completed or the termination date of the Contract.

The Contractor agrees to waive any right of any claim, loss or damage against the City of Stamford and its employees, agents and officers for any work or services to be provided by the Contractor hereunder. All insurance required hereunder shall be endorsed to contain waivers of subrogation against the City of Stamford, and its employees, agents and officers.

The Contractor agrees to provide evidence of the insurance required hereunder to the Risk Manager of the City of Stamford prior to commencement of any work or services under the Contract and upon expiration or termination of any insurance policies required hereunder.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions.

The Contractor agrees to provide the Risk Manager for the City of Stamford with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate, prior to commencement of services under this Agreement hereunder and throughout the full term of this contract upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

The insurance required hereunder shall not serve to limit the liability of the Contractor with respect to any obligations or liabilities it assumes under the Contract.

AGORD.		CERTIFICATE OF INSURANCE					
PRODUCER Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number			COMPANIES AFFORDING COVERAGE				
			COMPANY A	Name of Insurance Company			
			COMPANY B	Name of Insurance Company			
			COMPANY C	Name of Insurance Company			
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY (FOREIGN)	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000	
	<input type="checkbox"/> OWNER'S & CONT PROT Contractual Liability, Broad Form Property Damage, Broad form property damage and X,C,U coverage				EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/>				FIRE DAMAGE (Any one fire)		
<input checked="" type="checkbox"/>				Each claim / incident	\$1,000,000		
A	AUTOMOBILE LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX			
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Person)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per Accident)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> MS90 Endorsement				PROPERTY DAMAGE	\$	
	Replacement cost coverage on equipment materials, supplies				\$		
					\$		
					\$		
B	EXCESS LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$2,000,000	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$	
	EMPLOYERS' LIABILITY				EACH ACCIDENT	\$500,000	
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:				<input checked="" type="checkbox"/> INCL	DISEASE - POLICY LIMIT	\$500,000
					<input type="checkbox"/> EXCL	DISEASE - EACH EMPLOYEE	\$500,000
C	Pollution Liability, including remediation	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$2,000,000 per incident claim, covering services under this Contract.		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:							
<i>City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. Waivers of subrogation in favor of City of Stamford and its employees, agents and officers. All insurance required hereunder are primary, non- excess or contributory to any insurance maintained by or on behalf of City of Stamford.</i>							
CERTIFICATE HOLDER				CANCELLATION			
City of Stamford 888 Washington Boulevard Stamford, CT 06904				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			

BID FORM

DATE:

BID No: S-6404

TAX I.D. NO: _____

BIDDER: _____

ADDRESS: _____

PHONE NO: _____ FAX NO: _____

NOTE

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL, OFFICER OR OWNER OF THE BIDDING FIRM. SUCH SIGNATURE WILL ATTEST TO THE FACT THAT THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS BID HAVE BEEN READ, UNDERSTOOD AND ACCEPTED BY THE BIDDER.

BY: _____

(SIGNATURE)

(PRINTED NAME)

TITLE: : _____

DATE: _____

BID DEPOSIT (IF APPLICABLE): _____